



## **Coachella Valley Public Cemetery District**

### **Request for Proposal**

### **Information Technology Management Services**

**Issued: August 1, 2022**

**RFP Deadline to Submit: August 29, 2022, 5:00 PM**

### **INTRODUCTION**

The Coachella Valley Public Cemetery District (“CVPCD” or “District”) is soliciting contracted services with an experienced professional information technology services firm (“Contractor”) to provide information technology (IT) management services. This Request for Proposal (RFP) outlines the requirements and selection process.

### **BACKGROUND**

The Coachella Valley Public Cemetery District was formed August 8, 1927, under Section 8890 of the California Health and Safety Code. District boundaries enclose approximately 3,444 square miles. The District since that time has performed over 21,000 interments/burials and has set over 15,000 headstones/grave markers. The Coachella Valley Cemetery is one of over 265 public cemetery districts in California which are supported, in part, by property taxes and one of many types of special districts in California.

The District estimates that the facility will meet the need of the public for at least fifty years. The total District property consists of sixty acres, twenty-nine of the sixty have been developed for interment purposes.

A small portion of the property tax revenue that is collected from tax payers within the District is part of the revenue the District relies on for the annual budget. Individuals who do not reside in the District do not pay property taxes in the District are required by law to pay a surcharge to the District for interment in the cemetery.

Cemetery districts are not actually a department of any city or county government. Although counties, for a fee do collect property taxes and deposit them to District accounts.

Cemetery districts are governed by a Board of Directors consisting of three to five Trustees. Trustees are usually appointed for at least one four-year term. Laws for the operation of public cemeteries are contained in the California Health and Safety Code. The Board of Trustees meet once a month for regular business meetings. Laws and rules for these meetings and others are contained in the Brown Act.

## **PURPOSE**

The District is seeking comprehensive information technology management services. The Contractor will provide support for hardware (servers, switches, workstations, laptops, and tablets), network, software, technical support (“help-desk”) services, back-ups, remote access, on-site support, email maintenance and security, inventory management, security, and disaster recovery.

To successfully manage these services, it is expected that the Contractor works and communicates effectively with District staff, officials, and other vendors to make District technologies and systems seamless to the end-users.

The Contractor is also expected to guide and support long-term planning efforts to meet strategic goals and to keep systems current and functional in the most cost-effective manner possible.

The overall goal of this RFP is to procure comprehensive, reliable, timely, and proactive IT management and support that will promote the mission and vision of the District in serving its community.

## **LOCATIONS REQUIRING SERVICE**

The Contractor is expected to provide IT management services at the following locations:

- CVPCD Administration Building – 82925 Ave. 52, Coachella, CA 92236
- CVPCD Executive Building – 82847 Ave. 52, Coachella, CA 92236
- Remotely (in the event that staff is working off-site or from home)
- Other locations, as requested

## **CURRENT TECHNICAL ENVIRONMENT**

The District’s current system consists of one (1) physical server:

1. (1) HP Proliant MO110 Gen 10 Server

The District’s physical server runs the following:

1. Active Directory/DNS/DHCP
2. Hosts the Quickbooks file

### 3. File and Print Services

#### 4. Contains the legacy data for the Burrows Software

The District's Disaster Recovery solution is:

One (1) stand alone managed BCDR device with local storage and cloud storage for 1 year data retention.

The District's Firewalls are the following:

One (1) Sophos XG 106 Managed Firewall at the Main Building

One (1) Sophos XGS116w Managed Firewall at the Admin Building

Both firewalls are connected to Frontier FiOS Internet Connections.

The District currently utilizes four (4) Desktop Workstations (utilizing HP Pro Desk), eight (8) Laptops (using a mixture of Microsoft and HP), and three (3) Apple iPads. There are fixed Internet connections in the Administration and Executive buildings (Frontier 20MB), and a point-to-point connection that supports our security cameras and water pump control system. The environment also consists of various network switching, routing, and security hardware at both sites including a NUUO security camera system.

The active directory has approximately eight (8) users. Exchange has approximately seventeen (17) mailboxes.

The District utilizes a VOIP phone system provided and managed by Frontier Communications.

The District has a total of two (2) copier machines at its facilities, a Kyocera Copier/Printer TAskalfa 2554ci (Administration Building) and a Cannon Image Class MF445 (Executive Building). The Kyocera is leased and serviced through an independent contractor.

## **SCOPE OF SERVICES**

Under the direction of the General Manager, the Contractor will be expected to perform all services described in the Scope of Services via remote access, telephone, and/or onsite support as determined by the District. The Scope of Services include the following:

A. Initial Assessment: As technology continues to rapidly develop, it is prudent to plan for replacement of outdated equipment and software to keep systems current and supportable, and to reduce the risk of equipment failure. The initial assessment will consist of the following:

- On-site visit and review.
- Review of inventory and assessment of system infrastructure and equipment to determine efficiency, life expectancy, speed, and efficacy of current processes.
- Provide recommendations for improving routine maintenance to eliminate emergency maintenance situations.
- A report of the initial assessment shall be submitted annually for the duration of the contract, during the month of March.

B. Desktop Application Support: This consists of providing technical support, installation, and configuration. These tasks include, but are not limited to, the following:

- Performance of basic support functions, including the configuration and installation of computers, laptops, tablets, printers, and software.
- Diagnosis and correction of desktop application issues.
- Configuration of computers and laptops for standard applications.
- Identification and correction of user hardware problems.
- Advanced troubleshooting, as needed, and implementation of “help-desk” service ticket system when on-site support is not available.

C. Infrastructure Maintenance and Management: Ensuring consistent performance, maximizing uptime, and minimizing system failures is largely dependent upon applying due diligence in performing routine maintenance and management tasks. These tasks include, but are not limited to, the following:

- Management of networks and computer systems, including complex applications, databases, communication systems, servers and associated hardware, software, and operating systems necessary for performance, security, reliability, and recoverability of the systems.
- Reviewing all process logs for normal execution and performance.
- Reviewing security logs for unusual activity.
- Monitoring and reporting status of servers and network.
- Conducting preventative maintenance.
- Timely responses to repair, maintenance, and user support requests.
- Maintaining records of both on-site and “help-desk” support service tickets.
- Performing backups, backup rotations, and restoration of all systems, servers, networks, and equipment.
- Developing and maintaining procedural documentation for active servers, including comprehensive inventory (hardware, software, applications, and licensing), product manuals, baseline settings and scripts, a network map, and action logs.
- Configuration management, including changes, patches, etc. as needed.
- Support of software relating to servers, workstations, laptops, tablets, and other network equipment.
- Installation of new equipment, software, and transfer of existing data, as requested.
- Implementation or support related to software migrations, as needed. This may require communication and troubleshooting with other District vendors.
- Monitoring and adjusting data backup and recovery systems on a weekly basis to include new or changing data sources.

- Verifying backup data monthly.
- Testing of data restoration processes to evaluate effectiveness in the event of a system failure, occurring at least twice per year.
- Updating and distributing updates for anti-virus/malware systems and definitions to client computers and servers.
- Maintenance of IT asset inventory and regular scheduling of electronic retirement and proper disposal (i.e. wiping agency data from hardware prior to disposal, recording specs and estimated value of retired equipment, and coordinating the auctioning of serviceable equipment or e-waste collection of retired equipment).

D. Network Administration: This consists of a variety of tasks required to initiate, adjust, and implement network functions, including, but not limited to, the following:

- Maintenance and support of network equipment, including switches, firewalls, and other similar devices.
- Network, network device, and server capacity monitoring and planning.
- Server OS configuration and version updates.
- Management of backup and disaster recovery systems.
- Installation and troubleshooting of printer/scanners not otherwise serviced by a separate vendor.
- Analysis, routine configuration changes, minor cabling, and installation of patches and upgrades.
- Proactive monitoring of network equipment, performance, and management; continuous troubleshooting, as required.
- Maintenance of District email accounts using the District domain, including adding, changing, and/or deleting employee accounts as requested.
- Maintenance of virus programs on servers and user hardware.
- Mapping of network resources, such as shared file storage drives.
- Administration and updating of anti-virus and malware protection on system servers and clients.
- Adjustments to internet web filtering and email spam filtering systems.
- Coordinating penetration testing as needed as a security strategy.
- Firewall administration.
- Service pack installations.
- Administration of network user access rights and global and group security policies, as approved by the District.
- Support Payment Card Industry (PCI) compliance and completion of required auditing.

- Monitoring for intrusion attempts, attacks, viruses, etc.
- Notifying District personnel of any suspected security breaches immediately.

E. Website: While the District contracts with a dedicated website vendor for web platform and hosting services, the Contractor may be asked to provide the following website related support services as needed:

- Ensure website compliance with California requirements, including Web Content Accessibility Guidelines (WCAG) and ADA requirements.
- Maintain required SSL certificates and domains.
- Make recommendations for website security strategies, as requested.
- Assistance with website integration with Cemsites, payment processors, etc.

F. Planning and Project Management: The Contractor may be required to perform the following planning and project management related tasks on an as-needed basis:

- Provide suggestions for moving to cloud solutions.
- Analysis of information system needs.
- Researching, evaluating, and acquiring quotes for technical solutions.
- Preparing project implementation plans and timelines.
- Conducting and/or participating in planning meetings.
- Preparing project status reports.

G. Support Hours: The Contractor is to provide full-time remote support, in accordance with the District's operational hours (Monday through Friday from 8:00 AM – 5:00 PM) and on-site support as required to perform work (no pre-set minimum required). After-hours support will occur on an as-needed basis for routine server maintenance, scheduled projects requiring downtime, and any required after-hours emergency work.

H. Communication: The Contractor is expected to uphold the following communication standards:

- Maintain a professional and effective communication rapport with District staff, providing valuable and accurate information in a timely manner.
- Establish a consistent monthly work schedule to outline when routine on-site maintenance and technical support will occur.
- Monitor lifecycles and service contracts for all hardware, as well as related licenses and warranties. Advise on the management of end of life or impending expirations at least 6 months prior to expiration.
- Communicate new developments or recommendations regarding technology that can improve efficiency and/or effectiveness of IT operations.

I. Training: At the request of the District, the Contractor will provide end user training for various technologies, as needed.

J. Not Included: The contract does not obligate the District to purchase computer equipment, hardware devices, cabling, licenses, software, etc. from the Contractor. The scope does not include equipment and networks not owned by the District.

## **CONTRACT TERM**

The proposed term of the contract is for two (2) years, from October 1, 2022 to September 30, 2024, with three (3) one-year extensions at the District's discretion.

## **SCHEDULE FOR SELECTION**

RFP available: August 1, 2022

Site Walk-Through (must be scheduled): August 9-12, 2022

Deadline for submittal of questions: August 17, 2022

Staff responses to questions: August 22, 2022

Deadline for submittal of proposal: August 29, 2022

Proposal opening & evaluation: August 30 through September 2, 2022

Winning proposal presented to Board of Trustees for review & recommended award: September 9, 2022

Contract Commencement: October 1, 2022

## **INSTRUCTIONS TO CONSULTANTS**

### **1) EXAMINATION OF PROPOSED DOCUMENTS**

By submitting a proposal, the Contractor represents that it has thoroughly examined and become familiar with the work required under this RFP, and that it is qualified to perform the work as requested in the Scope of Services.

### **2) WITHDRAWAL OF PROPOSAL SUBMITTAL**

A Contractor may withdraw its proposal at any time before the deadline for submission of proposals by delivering to the District General Manager a written request for withdrawal signed by, or on behalf of, the Contractor.

### **3) RIGHTS OF THE DISTRICT**

This RFP does not commit the District to enter into a legal binding agreement, nor does it obligate the District to pay for any costs incurred in preparation and submission of the proposal or in anticipation of an agreement. The District reserves the right to reject any or all proposals.

## **RESPONDING TO THE RFP**

The Contractor must respond to each of the items below within the submitted proposal. Please respond in the same order and using the same section titles as those listed below.

### **1) Submittal Letter**

- Include the RFP's title and submittal due date, the name of the firm, and the firm's contact information (address, telephone number, and fax number). Include a designated contact person and their corresponding email address. The letter must state that the proposal, including pricing, will be valid for a 60-day period and that staffing is available to begin work immediately on the Scope of Services. The person authorized by the firm to negotiate a contract with the District must sign the submittal letter.

### **2) Description of Firm:**

- Provide a description of the firm, including its background and history, organizational structure and size, location(s), and any relevant certifications and credentials.
- Identify key staff that will be utilized to perform contractual duties under the proposal, and include their titles, certifications, experience, and duties.
- Describe how the firm stays current on relevant regulations, legislation, certifications, and compliance.

### **3) References & List of Engagements:**

- Provide 3 references of similar sized or larger agencies for whom the company is currently managing or has managed IT services within the last 5 years. Include a point of contact and contact information (email address and phone number) for each reference.

### **4) Security:**

- Describe the firm's recommended strategy for securing District data. Include the firm's security-related policies, expertise, and any security certifications held.
- Provide recommendation(s) for outside penetration tests and how frequently they should be done.

### **5) Client Relationship Management:**

- Describe how the firm determines client needs. What specific processes are followed to resolve client requests?
- Describe how the firm communicates any changes to system conditions to clients and users.
- Describe how multiple projects and requests are prioritized if received at the same time.
- Describe the firm's experience with end user training, specifically as it relates to use of technology and security trainings.
- Does the firm follow a change management process? Please explain the process followed to help clients prepare for, adopt, and sustain the use of new technology.

- How does the firm determine customer service satisfaction?
- Does the firm produce help desk reports? If so, are these reports provided to the client and how often are they produced for review?

#### 6) Description of Services:

- Describe the IT management and support services offered by the firm. Are there varying service levels? If so, please outline them and identify the service level recommended to meet the needs outlined in this RFP.
- Identify the firm's hours of operation. Is after-hours support available? If so, what is included and how are after-hours services billed?
- Identify the firm's guaranteed response time for all request types. If it is dependent upon severity and time of day, describe the criteria for determining the response time.
- Describe the process utilized for scheduling down time for routine maintenance. How often is downtime anticipated to occur? How is down time communicated to clients?
- Describe how the firm would assist with the District's strategic planning efforts to ensure that the IT infrastructure retains its efficiency and reliability.
- Propose a strategy for major application upgrades.
- Describe the firm's recommended disaster recovery strategy and explain how the strategy is unique to government agencies.
- Describe how the firm determines when software upgrades are necessary.
- Describe any services provided by the firm (beyond those listed in the Scope of Services) that may be of interest to the District, such as audio-visual services.

#### 7) Monitoring:

- Describe the tools and strategies used to monitor and ensure the stability of IT systems.
- Describe how the results of monitoring would be reported to the District.

#### 8) Documentation and Records:

- Describe how the firm would document all maintenance work, system performance, and any changes made to District systems.
- Describe how the firm would retain documentation related to contracted work. Will this documentation be made available to the District throughout the contract period?
- Describe how the firm would maintain confidentiality in strict conformance with confidentiality laws and regulations.

#### 9) Distinguishing Characteristics

- Describe what distinguishes your firm from other firms who provide IT management services and how these distinguishing characteristics will benefit the District.

#### 10) Fees

Provide all fees associated with the proposed contract for services. The following should be included in the proposal:

- Fees for service initiation
- On-going monthly fees and a description of what is included in these fees

Optional Fees:

- Extra work which is not included in the proposal
- Optional ongoing services
- Ad-hoc services
- Escalation Contractor fees
- Fees related to disaster recovery
- Fees for emergency response and after-hours work

## **EVALUATION CRITERIA**

Award shall be based on a “best value” evaluation. Criteria used for the evaluation will include cost, responsiveness to the RFP, qualifications and experience, references, previous performance, and ability to provide services. While cost is a significant factor during the evaluation process, RFPs will be evaluated according to the listed criteria.

During the evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information or clarifications from Contractors, or to allow corrections of errors or omissions.

Upon selection of a Contractor, the District will endeavor to negotiate a mutually agreeable agreement with the selected Contractor. In the event that the District is unable to reach agreement, the District will proceed, at its sole discretion, to negotiate with the next Contractor selected by the District. The District reserves the right to contract for services in the manner that most benefits the District including awarding more than one (1) contract if desired.

After negotiating a proposed Agreement that is fair and reasonable, District staff will make the final recommendation to the District Board concerning the proposed Agreement. The District Board has the final authority to approve or reject the Agreement.

## **AGREEMENT**

The final Scope of Services negotiated between District and the successful Contractor shall be set forth in the Agreement for General Services (“Agreement”) executed by and between District and the successful Contractor. A copy of the Agreement is attached hereto as Exhibit “A” and incorporated herein by this reference. In submitting a proposal in response to this RFP, Contractor is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted in the proposal

and may be reason for rejection of the proposal. As such, Contractor is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein.

## **BUSINESS LICENSE**

Contractor must possess all necessary business license(s) required to operate within jurisdiction of service provided.

## **DUE DATE FOR RESPONSE**

The RFP response must be received by the CVPCD on or before 5:00 p.m. on Monday, August 29, 2022. The response document must be emailed (preferred) or mailed to:

Joshua Bonner, General Manager

Coachella Valley Public Cemetery District

82925 Ave. 52

Coachella, CA 92236

Email: [josh.bonner@cvpcd.org](mailto:josh.bonner@cvpcd.org)

When sending by email, please request a delivery confirmation. Confirmation is not considered valid without written acknowledgement of receipt from the District. If sending my mail service, please utilize a service that provides for delivery confirmation. The envelope should clearly indicate "Proposal for IT Management Services" and Contractor's name and address shall appear in the upper left hand corner of the envelope. Late responses will not be considered. Any questions, comments, and/or concerns must be directed via email to the individual specified above and received no later than 5:00 PM on August 17, 2022. Any questions or comments will be responded to by August 22, 2022.

The District will not be responsible for proposals that are delinquent, lost, incorrectly marked, sent to an address other than that given herein, or sent by mail or courier service and not signed for by the District. Proposals received after this date will be returned to the Contractor unopened.

## **RIGHT TO REJECT SUBMITTALS**

The District reserves the right without prejudice to reject any or all proposals. The District will not compensate any Contractor for the cost of preparing any proposal, and all materials submitted with a proposal shall become the property of the District. Issuance of this RFP and receipt of proposals does not commit the District to award a contract. District expressly reserves the right to postpone the RFP for its own convenience, to accept or reject any or all proposals received, to negotiate with more than one Contractor concurrently, or to cancel all or part of this RFP. District reserves the right to negotiate any price or provision, task order or service, accept any part or all of any proposals, waive any irregularities, and to reject any and

all, or parts of any and all proposals, whenever, in the sole opinion of District, such action shall serve its best interests.

## EXHIBITS

### A. Sample Agreement

Exhibit A

COACHELLA VALLEY PUBLIC CEMETERY DISTRICT  
AGREEMENT FOR GENERAL SERVICES

1. PARTIES AND DATE

This Agreement for Services ("Agreement") [REDACTED] day of [DATE], 2022 by and between the Coachella Valley Public Cemetery District, a California public cemetery district ("District") and [CONTRACTOR], with its principal place of business at [ADDRESS] ("Contractor"). District and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain Information Technology management services required by District on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Information Technology management services to public clients, is licensed in the State of California, and is familiar with the plans of District.

2.2 Project.

District desires to engage Contractor to render such services for the Information Technology Management project ("Project") as set forth in this Agreement.

3. TERMS

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services and advice on various issues affecting the decisions of District regarding the Project and on other programs and matters affecting District ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from [\*\*\*INSERT DATE\*\*\*] to [\*\*\*INSERT DATE\*\*\*], unless earlier terminated as provided herein. The District shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than three (3) additional one-year terms. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Contractor shall receive compensation for all Services rendered under this Agreement. The total compensation shall not exceed [TOTAL COST] (\$)

annually without written approval of District's General Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. In recognition of the general increase in the cost of doing business, the Parties agree to an annual increase in the compensation in an amount equal to the increase in the U.S. Department of Labor Consumer Price Index "CPI" for the previous calendar year (January 1 through December 31) for all consumers in Riverside County, California; provided that the CPI adjustment shall be rounded up to the nearest full dollar, and further provided that the CPI adjustment shall not exceed four percent (4%) for the fiscal year.

3.2.2 Payment of Compensation. Contractor shall submit to District a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.

3.2.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by District.

3.2.4 Extra Work. At any time during the term of this Agreement, District may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative.

### **3.3 Responsibilities of Contractor.**

3.3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Contractor on an independent contractor basis and not as an employee of District. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of District and shall at all times be under Contractor's exclusive direction and control. Neither District, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

#### **3.3.2 Schedule of Services/Time for Performance.**

(a) Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the skilled personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, District shall respond to Contractor's

submittals in a timely manner. Upon request of District, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

(b) Neither District nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

(c) Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Contractor to any additional compensation. Notwithstanding the foregoing in this section, the District may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of District.

3.3.4 Reserved.

3.3.5 District's Representative. District hereby designates General Manager, or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). District's Representative shall have the power to act on behalf of District for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than District's Representative or his or her designee.

3.3.6 Contractor's Representative. Contractor hereby designates [\*\*\*INSERT NAME OR TITLE\*\*\*], or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.7 Coordination of Services. Contractor agrees to work closely with District staff in the performance of Services and shall be available to District's staff, contractors and other staff at all reasonable times.

3.3.8 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by contractors in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Contractor shall perform, at its own cost and expense and without reimbursement from District, any services necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein, and shall be fully responsible to District for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Contractor's errors and omissions. Any employee of Contractor or its subcontractors who is determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to District, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold District, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

### 3.3.10 Insurance

(a) Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the District to terminate this Agreement for cause.

(b) Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Contractor, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

(1) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence"

form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(2) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(3) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(c) Insurance Endorsements. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the District to add the following provisions to the insurance policies:

(1) Commercial General Liability: (1) Additional Insured: The District, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Contractor shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the District except ten (10) days shall be allowed for non-payment of premium.

(2) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the District except ten (10) days shall be allowed for non-payment of premium.

(3) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the District except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the District, its officials, officers, employees, agents, and volunteers.

(d) Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the District, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

(e) Waiver of Subrogation. All required insurance coverages shall contain or be endorsed to waiver of subrogation in favor of the District, its officials, officers, employees, agents, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(f) Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the District and shall protect the District, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

(g) Evidence of Insurance. The Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the District, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the District for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the District. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the District evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(h) Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

(i) Enforcement of Agreement Provisions (non estoppel). Contractor acknowledges and agrees that actual or alleged failure on the part of the District to inform Contractor of non-compliance with any requirement imposes no additional obligation on the District nor does it waive any rights hereunder.

(j) Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

(k) Additional Insurance Provisions

(1) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(2) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Contractor or District will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, District may cancel this Agreement.

(3) The District may require the Contractor to provide complete copies of all insurance policies in effect for the duration of the Project.

(4) Neither the District nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(5) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit the Contractor's indemnification obligations to the District and shall not preclude the District from taking such other actions available to the District under other provisions of the Agreement or law.

(6) Contractor shall report to the District, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

(l) Insurance for Subcontractors. Contractor shall include all subcontractors engaged in any work for Contractor relating to this Agreement as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the District, its officials, officers, employees, agents, and volunteers as additional insureds to the subcontractor's policies. All policies of Commercial General Liability insurance provided by Contractor's subcontractors performing work relating to this Agreement shall be endorsed to name the District, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Contractor shall not allow any subcontractor to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subcontractor's compliance with all insurance requirements under this Agreement, to the extent applicable. The Contractor shall provide satisfactory evidence of compliance with this section upon request of the District.

3.3.11 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident and incident prevention for all employees and subcontractors, to include instructions on conflict resolution and proper security techniques; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### **3.4 Labor Code Requirements.**

3.4.1 Prevailing Wage. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.4.2 Registration. If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.4.3 Compliance Monitoring. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor’s performance of Services, including any delay, shall be Contractor’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the District. Contractor shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

### **3.5 Termination of Agreement.**

3.5.1 Grounds for Termination. District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been fully and adequately rendered to District

through the effective date of the termination, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. The rights and remedies of the District provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.2 Effect of Termination. If this Agreement is terminated as provided herein, District may require Contractor to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### **3.6 Indemnification.**

3.6.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to such loss or damage which is caused by the sole negligence or willful misconduct of the District.

3.6.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of District's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against District or its officials, employees, agents and volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse District for the cost of any settlement paid by District or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Contractor shall reimburse District and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the District, its officials, employees, agents and volunteers.

### **3.7 General Provisions.**

3.7.1 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of District

during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### 3.7.2 Independent Contractors and Subcontracting.

(a) Use of Contractors. Contractor is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Contractor is in compliance with the California Labor Code, Contractor shall only utilize its employees to provide the Services. Contractor may not provide the services through any independent contractor, subcontractor or subconsultant (“Subcontractor(s)”) unless approved by the District as set forth in Section 3.7.2 below. Contractor represents and warrants that all personnel who perform the Services on Contractor’s behalf are Contractor’s employees, and that Contractor complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

(b) Prior Approval Required. Contractor shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of District. In the event that District authorizes Contractor to use a Subcontractor, Contractor shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor’s use of further independent contractors, subcontractors or subconsultants without the District’s prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Contractor:**

COMPANY NAME  
COMPANY ADDRESS  
Attn: [\*\*\*INSERT\*\*\*]

**District:**

Coachella Valley Public Cemetery District  
82-925 Avenue 52  
Coachella, CA 92236  
Attn: General Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.5 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.7.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended or modified by a writing signed by both Parties.

3.7.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.7.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.7.9 District's Right to Employ Other Contractors. District reserves the right to employ other Contractors in connection with this Project.

3.7.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.11 Assignment or Transfer. shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

3.7.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to District include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.7.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.7.15 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the District's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.7.19 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.21 Employment Adverse to District. Contractor shall notify District, and shall obtain District's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against District during the term of this Agreement.

3.7.22 Conflict of Employment. Employment by Contractor of personnel currently on the payroll of District shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by Contractor of personnel who have been on District's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon Contractor securing this or related Agreements with District, is prohibited.

3.7.23 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

**SIGNATURE PAGE FOR AGREEMENT FOR GENERAL SERVICES  
BETWEEN THE COACHELLA VALLEY PUBLIC CEMETERY DISTRICT  
AND  
CONTRACTOR**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

**COACHELLA VALLEY PUBLIC CEMETERY DISTRICT**      **CONTRACTOR**

*Approved By:*

By: \_\_\_\_\_

\_\_\_\_\_  
[INSERT NAME]  
[INSERT TITLE]

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

*Approved as to Form:*

By: \_\_\_\_\_

\_\_\_\_\_  
Best Best & Krieger LLP  
General Counsel

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

*Attested By:*

\_\_\_\_\_  
Board Clerk

**EXHIBIT "A"**

**SCOPE OF SERVICES**

**EXHIBIT "B"**

**SCHEDULE OF SERVICES AND FEES**

**[INSERT SCHEDULE OF SERVICES]**